

September 29, 2008

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: SANDRA H. MCKINLEY
STATE CONTRACT PROCUREMENT OFFICER II
302.838.8067

SUBJECT: **AWARD NOTICE**
CONTRACT NO. GSS-MU-08-043-SM
AMMUNITION AND TARGETS

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OF
KEY CONTRACT INFORMATION

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KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT:

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REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

2. CONTRACT PERIOD:

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Each Vendors contract shall be valid for a one (1) year period from October 1, 2008 through September 30, 2009. Each contract may be renewed for four (4) one-year periods through negotiation between the contractor and Government Support Services. Negotiation must be initiated no later than ninety (90) days prior to the termination of the current agreement.

3. VENDORS:

Please note that this is a **multiple award contract** under the terms of 29 Del. Code, Section 6926, Multiple Source Contracting. Agencies may order from any of the three (3) vendors shown for all items.

Lawmen Supply Company of New Jersey, Inc. 5521 White Horse Pike Egg Harbor, NJ 08215-9510 Contact: Brian Byrne Phone: 302.697.8740 FAX: 302.697.8415 Email: brian@lawmensupply.com Federal E I # 23-2283263	George J. Petronis Enterprises, Inc T/A The Gun Shop 60 Main St #D Vincentown, NJ 08088-8870 Contact: Alison Robles Phone: 609.859.1997 (No toll free number) FAX: 609.859.3099 Email: info@policeammo.com Federal E I # 22-2167890	Firing Line, Inc. 1532 South Front Street Philadelphia, PA 19147 Contact: Gregory Isabella Phone: 877.336.1710 FAX: 215.336.7017 Email: lesales@firinglineinc.com Federal E I #: 23-2283263
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4. SHIPPING TERMS:

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F.O.B. destination.

5. DELIVERY AND PICKUP:

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It should be noted that the ammunition must be ordered early due to the long delivery times. The long delivery times are a result of the high demand from the Federal Government. Please see Excel spreadsheet for details on shipping terms.

6. PRICING:

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Prices will remain firm for the term of the contract year.

All items and prices are listed on the EXCEL spreadsheet. First tab Ammunition, second tab targets.

7. BILLING:

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

8. PAYMENT:

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

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9. PRODUCT SUBSTITUTION:

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

10. ORDERING PROCEDURE:

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

11. HOLD HARMLESS:

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

12. NON-PERFORMANCE:

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

13. FORCE MAJEURE:

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

14. AGENCY'S RESPONSIBILITIES:

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.

15. S.A.M.M.I. RECOMMENDATIONS:

All ammunition must meet S.A.M.M.I. specifications

16. TESTING:

The right is reserved to test product during the course of the contract period to verify conformance to contract specifications. In the event it is determined that a lot of ammunition does not conform to specifications, the entire lot bearing the manufacturers production code shall be replaced free of charge without any additional cost to the ordering agency. Problems or questions regarding product quality should be directed to:

Lt. Michael R. Berry
Delaware State Police
Firearms Training Unit
391 Clark Farm Rd
Smyrna, DE 19977
Office: 302.659.6020
Cell: 302.222.7951
FAX: 302.659.6019

Testing Criteria: Ammunition submitted for evaluation in conjunction with a proposal for the Division of Purchasing, shall be tested to meet the following criteria. All tests will be performed by a team appointed by the Superintendent of Delaware State Police whose decision regarding award of the contract shall be final. The following testing criteria was established and followed to evaluate proposals.

Leading: If leading appears to be sufficient to impede the operation of the weapon, the lots shall be rejected.

Powders: All powders used shall be of a smokeless variety. The powder shall be stable and free from contamination. Surplus or salvaged powder will not be accepted. Weapon examination will consist of barrel, cylinder and slide to check for excess powder. If powder fouling appears to be sufficient to impede the operation of the weapon, the lots shall be rejected.

Smoking: Test firing of rounds will be conducted to determine smoking levels.

Bullet Configurations: Bullets will be examined and measured for size and fit.

Casings: Casings shall be constructed of brass or nickel. Casings will be examined for defects and wear, both before and after firing.

Primers: All primers must be non-corrosive and non-mercuric. Improperly positioned or missing primers are of concern and will be considered defective.

Shotgun Ammunition: Unless otherwise specified the hull shall be one piece plastic with high brass base. Testing for uniformity of spread, tightness of pattern plus other listed applicable tests and examinations will be used where appropriate to determine quality.

17. PACKING REQUIREMENTS:

All ammunition with the exception of shot gun ammunition shall be packaged in tray type boxes and /or bulk as indicated in the specifications. The interior tray shall either be provided with individual partition for the cartridges or shall be of sufficient caliber to hold the cartridges in a vertical position during shipment and handling. Shotgun shells shall be packaged in boxes of twenty-five shells except where otherwise specified. The Department of Transportation Regulations, as they pertain to the shipment of ammunition, whether they are shipped bulk or otherwise, shall be adhered to. The manufacturer's production code designation (lot numbers) and the loaders code designation shall be clearly stamped on the individual boxes as well as the shipping carton.

18. LIABILITY:

The Vendor will assume liability for an injury (including death) to any person or damage to property if it is proven that the ammunition was used properly according to standard operation procedures. If the injury is a result of material manufacturing defects, or labeling/packaging the liability shall be the vendors.

Vendor agrees to indemnify, defend and hold harmless the State of Delaware and its agents, officers and employees from all claims and suits including court costs, attorney fees, and other expenses, caused by an act or omission of the vendor and/or its subcontractors, if any.

19. INSPECTION:

Upon delivery, the material will be inspected, and if found to be defective or it fails in any way to meet the specifications as indicated in their proposal, the item(s) may be rejected. All rejected material or shortages must be replaced by the vendor within five (5) days.

MINIMUM ORDERS for F.O.B. Destination, freight prepaid to ordering agency will be follows:

1. Reloaded ammunition, 3 cases; may be any caliber listed on bid sheet in case lot quantities, i.e. "mixed or matched".
2. New ammunition, 1 case, may be any type (rifle, pistol or shotgun) listed on bid sheet in case lot quantities, i.e. "mixed or matched".

"Pick-ups" at contractor's place of business shall not be subject to minimum order quantity or to any service charges.

20. DEFECTIVE CARTRIDGES:

The Manufacturer shall institute quality control and quality assurance procedures to prohibit the production and sale of "squib loads" and "hot loads". A squib load is any cartridge that is loaded with greatly reduced powder or without any powder. A "hot load" is any cartridge that is loaded with excessive powder or the wrong type of high energy powder. The Manufacturer and Contractor shall be solely liable for any damages and/or injury caused to property and/or persons by squib loads and by hot loads. Any ammunition lots that are found to contain squib loads and/or hot loads shall be subject to rejection by the user and shall be immediately replaced with equal ammunition complying with contract specifications. The Contractor shall be responsible for all transportation costs for the rejected ammunition and for the replacement ammunition.

21. SPECIFICATIONS FOR NEW AMMUNITION

- A. Ammunition shall be recently manufactured.
- B. Ammunition shall fully comply with the various standards pertaining to safety, manufacturing tolerance, pressure level, velocity and energy as jointly established by the American National Standards Institute (ANSI) and the Sporting Arms Ammunition Manufacturers Institute (SAAMI).
- C. Ammunition shall contain non-corrosive lead styphnate type primers and shall be non-mercuric and non-chlorate. Ammunition shall have boxer type primers so cases may be reloaded. Pistol type primers shall only be used in pistol cartridges. Primers shall be the correct type (i.e. standard or magnum) for the particular cartridge. Powders shall be non-corrosive nitrocellulose single, double or multibase types, canister grade.
- D. Fast burning (pistol) powders shall only be loaded in pistol cartridges and shotshells. Powder charges shall be the correct type and amount and shall be uniform in weight. Powder shall be the correct volume to properly occupy case and provide uniform ignition and burning. Powder shall not be excessively compressed by bullet or be of insufficient volume to cause erratic performance. Reclaimed, old or surplus powder and primers shall not be used. Powder shall burn cleanly with a minimum of residue, smoke and muzzle flash.

21 SPECIFICATIONS FOR NEW AMMUNITION (Continued):

- E. Primers shall be properly seated so primer cup is touching base of primer pocket. Primer shall not move, either forward when struck by firing pin or backout upon ignition. Primers shall also be seated to allow approximately 0.005" clearance between face of cartridge head and face of primer. All primers shall give an instantaneous and highly uniform ignition.
- F. Lead pistol bullets shall be machine swaged and lubricated or machine cast, sized and lubricated. Jacketed pistol bullets shall have a lead core with a jacket of CDA copper alloy No. 220, aluminum alloy or other approved equivalent alloy.
- G. Bullet Jacket material shall completely cover bullet base, heel, shank and ogive. Bullet mepleat shall only be jacketed on full metal jacket type.
- H. Bullets shall be new. Military surplus, production "seconds" or "pulled bullets" shall not be used. Cupronickel alloy jackets shall not be used on any type cartridge/bullet combination due to bore fouling.
- I. The weight for each type of bullets shall not vary by more than + or -1%. The diameter of the jacketed pistol bullets shall not vary by more than + or - 0.0004". All bullets shall be made from a high quality straight lead.
- J. Jacketed bullets shall have a cannelure and all bullets shall be seated the proper depth to provide the correct overall length of the loaded cartridge. Bullet shall be in correct and accurate alignment with the case and shall be securely held by the caseneck. The mouth of the caseneck shall be in proper alignment with the cannelure.
- L. Cartridges that headspace on the shoulder or rim shall retain bullet with a taper crimp and a roll crimp on the bullet cannelure. Cartridges that headspace on the case mouth shall retain bullet with a taper crimp.
- M. New ammunition shall be permanently and clearly stamped with the caliber and manufacturer's name or trademark on the face of the cartridge case head. New centerfire pistol ammunition shall have a primer sealer to prevent the entrance of moisture. All ammunition shall have a shelf life of at least 10 years.
- N. The brass shall have been processed through automated inspection equipment which inspects for cracked or defective brass.
- O. The brass shall have been roll sized to insure the dimensions of the brass near the rim area
- P. Ammunition must comply with S.A.A.M.I. specification for non +P 9mm ammunition including outside dimensions and pressure.
- Q. The ammunition shall be clean and free of any lubricant or loading residue.
- R. Ammunition must be loaded on automated equipment which utilizes a fail safe powder check mechanism to insure no over or under charges.
- S. After being produced, all ammunition must be inspected utilizing gauges that simulate chamber dimensions in order to assure correct outside dimensions. Additionally, all ammunition must be visually inspected for flaws that would not be detected through the gauging process.